

**NUNC PRO TUNC COPYRIGHT ASSIGNMENT AGREEMENT**

Exhibit A

THIS NUNC PRO TUNC COPYRIGHT ASSIGNMENT AGREEMENT (the "Agreement") is between **Nason Homes LLC** of Eatonton, Georgia (the "Assignee"), on one hand, and **John Helmick and Builders Plan Service LLC** both of Augusta, Georgia (the "Assignor") on the other hand. The effective date of this Agreement is January 31, 2012 (the "Effective Date"). Assignor hereby transfers to the Assignee the "Copyrights" and "Copyright Rights" described herein. Assignor and Assignee are sometimes referred to collectively herein as the "Parties" or singly as a "Party."

**WHEREAS**, Assignor is the owner of the copyrights for a residential architectural plan and technical drawings, collectively known as The Alder (the "Copyrights");

**WHEREAS**, Assignor desires to assign all of its rights and obligations in the Copyrights to Assignee as of the Effective Date; and

**WHEREAS**, Assignee desires to acquire from Assignor such assignment of the Copyrights.

**NOW, THEREFORE**, pursuant to the premises and in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby grants, transfers, assigns and conveys to Assignee, its successors and assigns, the entire title, rights, interest, ownership and all subsidiary and/or related rights it possesses in the Copyrights, including but not limited to the right to secure federal registrations therein and to enforce the Copyrights and bring lawsuits for the infringement thereof.
2. Assignor acknowledges and agrees that after executing this Agreement, no rights are retained by Assignor in the Copyrights.
3. This Agreement constitutes the entire agreement between the Parties hereto relating to the matters addressed herein. This Agreement supersedes any prior oral or written agreement or understanding between the Parties.


2/4/2014

4. This Agreement may not be changed or modified, released, discharged, abandoned, waived or terminated, in whole or in part, except by an instrument in writing signed by both of the Parties hereto.
5. If any provision or clause of this Agreement, or any portion thereof, shall be held by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall not thereby be affected and shall be given full effect, without regard to the illegal, void and/or unenforceable portion(s), as the case may be.
6. All notices and other communications hereunder and hereafter shall be deemed to have been duly given upon personal delivery, certified mail, return receipt requested, or by a recognized overnight carrier, to the Parties at the addresses on file for them with the Secretary of State of Georgia.
7. This Agreement shall be interpreted under United States copyright law and shall be governed by the laws of the State of Georgia, without regard to its conflict of laws provisions.
8. Any action or proceeding to interpret or enforce this Agreement shall be brought exclusively within a state or federal court of competent jurisdiction within Putnam County in the State of Georgia, and the Parties hereby consent and submit to the jurisdiction of such Courts.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Assignor

BUILDERS PLAN SERVICE, INC.

By:   
(Signature)

John Helmick Jr  
(Printed Name) (Title)

2-4-14  
(Date)

Assignor

JOHN HELMICK

By:   
(Signature)

John Helmick Jr  
(Printed Name) (Title)

2-4-14  
(Date)

Assignee

NASON HOMES LLC

By:   
(Signature)

Stuart Beattie Owner  
(Printed Name) (Title)

2/4/2014